# SCHEDULE 2 TO T&E ENABLING ARRANGEMENT (CB/FT/2)

# **TASKING ORDER FORM**

# **FINAL**

# **Tasking Identification**

Customer	ArmyHQ2/00332	Issue	V2	Supplier	
Ref. No.		Date	17/08/2018	Ref. No.	
	(see note D)		(see note A)		
Title of Task	Provision of Watchkeeper Steady	State Tra	ining Support Se	rvices at M	OD Boscombe Down.
PT Leader/ Proj. Mgr			Supplier Name		
Post			Post		
Address	Watchkeeper Force Headquarters		Address		
	Ramillies Building				
	First Floor, Zone 4,			MOD Bos	scombe Down
	Monxton Road			Salisbury	/
	Andover			Wilts	
Postcode	SP11 8HT		Postcode	SP4 0JF	
Tel. No:	94391 7132		Tel. No:		
Fax No:			Fax No:		
E-mail			E-mail		
UIN					
IAC/RAC					
Duration of	3 year plus 2 year option				

Duration of

# 1. Work to be carried out

Schedule 8 (T&E Enabling Arrangement)

The work described in the Statement of Requirements for the provision of support for Watchkeeper Steady State Training (Issue 9) as attached to this Tasking Order number **ARMYHQ2/00332**, dated July 2018 and as supplemented by QinetiQ's proposal ref: QinetiQ/EMEA/AS/PRO180318 issue 3 dated 14th August 2018 and listed at Annex A to this Tasking Order form, is ordered for the duration given above.

#### Order conditions

All conditions of the Arrangement (CB/FT/2) will apply as supplemented by the choice of terms below:

General Conditions – select as appropriate				
DEFCON 514 – Material Breach	+	Perfo	CON 514A – Failure Of ormance Under Research and elopment Contracts	
DEFCON 603 – Aircraft Integration & Clearance Procedure			CON 624 – <b>Use of Asbestos in</b> s, Munitions or War Materials	
DEFCON 90 – <b>Copyright</b>				
Special Indemnity Conditions – select as appropriate			<u>Other</u>	
DEFCON 638 – Flights Liability & Inden	nnity	$\square$		
DEFCON 661A – War Risk Indemnity				
DEFCON 659A – <b>Security Measures</b>				

Pricing Conditions Required – s	elect appropriate method of	f pricing
Priced at Outset or To Be Agreed	At Outset 🔀	To Be Agreed
Firm Price (less than £250,000): DEFCON 127	Firm 🔀	<u>Year 1 - 3:</u> Option Year 4-5: *
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Pricing Conditions Required – select appropriate method of pricing				
		(Covers Serials 1,2, 3, 5-7 & T&S)		
		*Option Price Valid for acceptance up to 11/12/2020		
Firm/Fixed Price if estimated costs less than or equal to £5M: DEFCON 643	Firm 🔀	Fixed		
Firm/Fixed Price if estimated costs GREATER than or equal to £5M: DEFCON 643	Firm	Fixed		
DEFCON 695 – Interim Summary Cost Statement (tick if a	pplicable)			
Target Cost Incentive Fee – DEFCON 643, 653				
(DEFCON 643 limited to the pricing of firm/fixed price elements/amendments, and its Appendix to aid pricing of firm/fixed price non-competitive sub-contracts, and establishing Equality of Information)				
Limit of Liability to cover provision of SoR Serials 4, 9, & 1 Year 1-3:	0):			
£ (Two Hundred and Eighty Seven Thousand, Three Five Pounds) ex. VAT	e Hundred and	Eighty-		
Option Year 4 - 5: *				
<b>£</b> (One Hundred and Ninety One Thousand, Five Hu Pounds) ex. VAT	undred and Nin	ety		
*Option Price Valid for acceptance up to 11/12/2020				

	Pricing Conditions Required – select appropriate method of pricing				
DEFCO	N 800 Series – Select as appropriate (EITHER Single	Source OI	R Qualifying Defence Contract)		
e ce	Qualifying Defence Contract – DEFCON 800		Notes:		
t (QDC)	Open Book on Sub-Contracts that are not Qualifying Sub-Contracts – DEFCON 802				
<u>Qualifying Defence</u> <u>Contract (QDC)</u>	Disapplication of Protection against Excessive Profits and Losses (PEPL) – DEFCON 803				
	Confidentiality of Single Source Contract Regulations Information – DEFCON 804				
ी वि	Profit and Loss Sharing on Firm / Fixed Price Contracts – DEFCON 811		Notes:		
Non-QDC Single Source Contract	Open Book – DEFCON 812				
	Confidentiality of Open Book and Reporting Information – DEFCON 814				
ΣΙΝ	Single Source Non-qualifying Contracts - Contract Pricing Statement – DEFCON 815	$\square$			

Payment Terms – select as appropriate					
On completion		Milestone Delivery*	$\square$		
DEFCON 35 - Progress Payments *			_		
For the purpose of clause 1(b) of DEFCON 35 the total amount payable shall not exceed [ <b>INSERT</b> ] % of the agreed Limitation of Liability for each Task and for clauses 2 and 7 of DEFCON 35 the rate payable will be 100%.					
DEFCON 649 – Vesting					
(applicable to Tasks with deliverables where provision has been made for payments in advance of completion)					
Progress Reports required (Clause 3)					
(if ticked, progress reports must utilise DRIC Specification 1000)					

Intellectual Property Rights select as appropriate					
DEFCON 703 DEFCON 705					
All IP from results generated from the Web Based platform (Foreground IP) will vest in the Authority. The actual software and Web Based solution (Background IP) remains vested with the contractor. The Contractor may use the Foreground IP as required and with permission from the Authority.					

Other DEFCONS – select all applicable					
DEFCON 23 – Special Jigs, Too	ling and Test Equipment				
DEFCON 611 – Issued Property	(List Issued Property and attach to Tasking Form) MODNET account	$\square$			
Payment of Customs Duty	- DEFCON 619A - Customs Duty Drawback				
– select one box only	<ul> <li>Issue of Certificate in accordance with EU (Council) Regulation 150/2003</li> </ul>				
Transport	- DEFCON 621A - Transport (if the Authority is responsible)				
– select one box only	- DEFCON 621B - Transport (if the Contractor is responsible)				
Issue of Controlled Information	subject to Schedule 1, clause 20 Select if applicable				
Personnel (Clause 9)	Yes No	$\square$			
Liquidated Damages select if applic	able				
(if yes, attach LD clause (including damag clause). Give reference details below if av	es due in the event of failure in performance) and the appropriate force majeur vailable/appropriate:	e			
Quality Management					
The Contractor shall operate and maintain a certificated Quality Management System (QMS) that meets the requirements of ISO 9001:2008–Quality Management Systems-Requirements					
Standard Quality Assurance Contractual Requirements Checklist					
	According to the product or scope of the work to be carried out, when stipulated in the Task, the Contractor shall meet the requirements of the following:				
Primary Quality Assurance Standards (one only)					
	ality Assurance Requirements for Design, Development and ality Assurance - Requirement for a Certificate of Conformity				
	ality Assurance Requirements for Production and DEFCON nent for a Certificate of Conformity				
AQAP 2130 Edition 3 NATO Quality Assurance Requirements for Inspection and Test and DEFCON 627 Quality Assurance - Requirement for a Certificate of Conformity					
AQAP 2131 Edition 2 NATO Quality Assurance Requirements for Final Inspection and         DEFCON 627 Quality Assurance - Requirement for a Certificate of Conformity					
No specific Quality Management System requirements are defined. This does not relieve the Supplier of providing conforming products under this contract. Access to Contractors/subcontractors premises shall be provided in accordance with DEFCON 608 Access and Facilities to be Provided by the Contractor.					
<b>Certificate of Conformity</b> shall be provided in accordance with DEFCON 627 Quality Assurance - Requirement for a Certificate of Conformity.					

Other Quality Assurance Contractual Standards (Select as applicable)	
AQAP 2210 Edition 1 NATO Supplementary Software Quality Assurance Requirements to AQAP 2110	
<b>DEFCON 602A</b> - Deliverable Quality Plan Edition12/06 and AQAP 2105 NATO Requirements for Deliverable Quality Plans Edition 2	
DEFCON 602B Quality Assurance (Without Deliverable Quality Plan)	$\square$
DEFCON 609 – Contractor's Records	
<b>DEF Stan 05-100</b> Ministry of Defence Requirements for Aircraft Flight and Ground Running Issue 5	
DEF Stan 05-57 Configuration Management of Defence Materiel Issue 6	
DEF Stan 05-61 Quality Assurance Procedural Requirements Part 1: Concessions Issue 5	
<b>DEF Stan 05-61</b> Quality Assurance Procedural Requirements Part 4: Contractor Working Parties Issue 3	
<b>DEF Stan 05-61</b> Quality Assurance Procedural Requirements Part 8: Movement and Storage of Ordnance, Munitions and Explosives (OME) under "Red Card" Conditions Issue 3	
<b>DEF Stan 05-61</b> Quality Assurance Procedural Requirements Part 9: Independent Safety Requirements for Safety Critical Items Issue 4	
<b>DEF Stan 05-61</b> Quality Assurance Procedural Requirements Part 18: Aircraft and Munitions Parachutes and Parachute Assemblies, Harnesses and Personnel Restraint Harnesses for Use in Aircraft Issue 2	
DEF Stan 05-135 Avoidance of Counterfeit Materiel Issue 1	
Informative Quality Assurance Standards (Select as applicable)	
AQAP 2009 Edition 3 NATO Guidance on the use of the AQAP 2000 series.	

AQAP 2070 Edition 2 NATO Mutual Government Quality Assurance (GQA) Process.

**ISO 25051: 2008** Software Engineering - Software Product Quality Requirements and Evaluation (SQuaRE)

The edition and all amendments to the above referenced requirements current at the date of tender or contract/order shall pertain, unless a specific edition is indicated.

#### Dates for the commencement and completion of the Work

Commencement Date	Delivery/Completion Date	
1 <sup>st</sup> April 2018	31 <sup>st</sup> March 2021	

**[NOTE TO COMMERCIAL OFFICER**: Do not complete the remainder of this Tasking Order Form (i.e., from Paragraph 4 to the end of Appendix 2) for DRAFT Tasking Orders. It only needs to be completed for a FINAL Tasking Order or where an amendment has been made to the Tasking Order.]

# Milestone / Stage Payments

The following deliverable(s) have been selected as significant events in the programme attracting payment to the value shown, on the date(s) given below:

Reference No:	Stage No	Title or description	Due Date	Value £k (ex VAT)
<u>FY1819</u>	1.	Provision of Watchkeeper SST Flight Operations and Facility Maintenance		15 April 2018
	2.	Provision of Watchkeeper SST Flight Operations and Facility Maintenance		15 May 2018
	3.	Provision of Watchkeeper SST Flight Operations and Facility Maintenance		15 June 2018
	4.	Provision of Watchkeeper SST Flight Operations and Facility Maintenance		15 July 2018
	5.	Provision of Watchkeeper SST Flight Operations and Facility Maintenance		15 August 2018
	6.	Provision of Watchkeeper SST Flight Operations and Facility Maintenance		15 September 2018
	7.	Provision of Watchkeeper SST Flight Operations and Facility Maintenance		15 October 2018
	8.	Provision of Watchkeeper SST Flight Operations and Facility Maintenance		15 November 2018
	9.	Provision of Watchkeeper SST Flight Operations and Facility Maintenance		15 December 2018
	10.	Provision of Watchkeeper SST Flight Operations and Facility Maintenance		15 January 2019
	11.	Provision of Watchkeeper SST Flight Operations and Facility Maintenance		15 February 2019
	12.	Provision of Watchkeeper SST Flight Operations and Facility Maintenance		15 March 2019
<u>FY1920</u>	1.	Provision of Watchkeeper SST Flight Operations and Facility Maintenance		15 April 2019
	2.	Provision of Watchkeeper SST Flight Operations and Facility Maintenance		15 May 2019
	3.	Provision of Watchkeeper SST Flight Operations and Facility Maintenance		15 June 2019
	4.	Provision of Watchkeeper SST Flight Operations and		15 July 2019

		Facility Maintenance	
	5.	Provision of Watchkeeper SST Flight Operations and Facility Maintenance	15 August 2019
	6.	Provision of Watchkeeper SST Flight Operations and Facility Maintenance	15 September 2019
	7.	Provision of Watchkeeper SST Flight Operations and Facility Maintenance	15 October 2019
	8.	Provision of Watchkeeper SST Flight Operations and Facility Maintenance	15 November 2019
	9.	Provision of Watchkeeper SST Flight Operations and Facility Maintenance	15 December 2019
	10.	Provision of Watchkeeper SST Flight Operations and Facility Maintenance	15 January 2020
	11.	Provision of Watchkeeper SST Flight Operations and Facility Maintenance	15 February 2020
	12.	Provision of Watchkeeper SST Flight Operations and Facility Maintenance	15 March 2020
<u>FY2021</u>	1.	Provision of Watchkeeper SST Flight Operations and Facility Maintenance	15 April 2020
	2.	Provision of Watchkeeper SST Flight Operations and Facility Maintenance	15 May 2020
	3.	Provision of Watchkeeper SST Flight Operations and Facility Maintenance	15 June 2020
	4.	Provision of Watchkeeper SST Flight Operations and Facility Maintenance	15 July 2020
	5.	Provision of Watchkeeper SST Flight Operations and Facility Maintenance	15 August 2020
	6.	Provision of Watchkeeper SST Flight Operations and Facility Maintenance	15 September 2020
	7.	Provision of Watchkeeper SST Flight Operations and Facility Maintenance	15 October 2020
	8.	Provision of Watchkeeper SST Flight Operations and Facility Maintenance	15 November 2020
	9.	Provision of Watchkeeper SST Flight Operations and Facility Maintenance	15 December 2020

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10.	Provision of Watchk SST Flight Operations Facility Maintenance	· · · · · · · · · · · · · · · · · · ·	1
11.	Provision of Watchk SST Flight Operations Facility Maintenance		21
12.	Provision of Watchk SST Flight Operations Facility Maintenance	• •	

# **Record of Authorised Changes**

Change Issue No.	Date of Issue	Comments / Reason for change
1.	July 2018	New Contract

# [See Note A]

# Level of permitted commitment

Year		2018/19	2019/20	2020/21	2021/22	2022/23
Commitment - £k	Firm					
(ex VAT)	LofL					

The level of permitted commitment given in the table above is the maximum amount of accrued costs which the Supplier may recover in any one year, under the cover of this order.

# **Authorisation**

Name	Position	Signature:	Date
Claire Howard	Commercial Officer		17/08/2018

# Acknowledgement of order (by Supplier)

Name	Position	Signature:	Date
Paul Hughes	Senior Commercial Manager/A&S		

# [See Note B]

# Notes

- (A) The date and issue number must be raised incrementally whenever the order is reissued; additionally the "Record of Authorised Changes" section should be completed as appropriate.
- (B) The Contractor must return a signed copy to the Authority within 10 Working Days in acknowledgement of receipt of the Tasking Order placed with it by the Authority under the Enabling Arrangement.
- (C) The acknowledged Tasking Form together with a completed DEFFORM 57 must be sent to DBA Liverpool by the Authority's Commercial Branch on receipt of the Order acknowledgement by the Contractor.
- (D) 'CB/FT/2' should be entered into the 'Customer Reference Number' box on the front page of the Tasking Order Form, followed by a unique tasking reference.

# APPENDIX 1 TO TASKING ORDER FORM:

#### EQUALITY OF INFORMATION – PRICING STATEMENT AND REMEDY LIMITATION

Where a Pricing Statement is required under the provisions of DEFCON 643 as amended by the following, the parties shall enter into the following confirmation, completed as appropriate:

#### **Equality of Information – Pricing Statement**

#### Contract Tasking Order No. .....

**1.** The Contractor and the Authority each confirms that the negotiations leading to the agreement as at ...... of price(s) as recorded at <u>Annex A</u> to this Statement were conducted in accordance with the principles of paragraph 9 (Equality of Information) of The 1968 Profit Formula Agreement.

**2.** The Contractor and the Authority each confirms that it is not aware of any material omission or inaccuracy in the facts and pricing assumptions provided by it, on which the price(s) are based, and which are set out or referenced in <u>Annex B</u> to this Statement.

**3.** The Contractor confirms that in estimating the costs on which the price(s) recorded at <u>Annex A</u> to this Statement are based it has observed the cost accounting practices set out in the Questionnaire as to the Method of Allocation of Costs dated ..... except as explained in <u>Annex B</u> to this Statement.

**4.** The Authority and the Contractor shall each maintain in confidence the information provided to it by the other for the purpose of the negotiations mentioned in paragraph 1 above. Information will not be disclosed to others without the written authority of the owner. The Authority and the Contractor confirm that each is free to provide such information to the Review Board for Government Contracts should the need arise in pursuance of DEFCON 650 in respect of the contract incorporating the above price(s).

**5.** The agreement of price(s) set out in this Statement does not constitute any representation by either party to the other or oblige either party to contract with the other.

To the best of the knowledge of each of us the foregoing is correct and there have been no material changes to the information set out or referenced in Annex B to this Statement between the time of price agreement and the date of signature below.

Signed	Signed
Name	Name
Position	Position
QinetiQ Ltd	Authority for the Secretary of State for Defence
Date	Date

# Annex A to Equality of Information Pricing Statement dated......in respect of Task [No.]

Price	<u>es</u>
ltem	No
Qty	
Price	2

Price Breakdowns may be inserted for future use if agreed.

# Annex B to Equality of Information Pricing Statement dated......in respect of Task [No.]

Facts and Pricing Assumptions

For contracts worth more than £1M the pricing statement will record an appropriate selection of the facts and pricing assumptions which are listed at (a) and (b) below.

# a). The following elements are as stated in the draft Tasking Order and proposal unless annotated otherwise. (Reference of relevant correspondence should be given where appropriate):

Contract terms, including payment arrangements

Contract Schedule

Contract Specification(s)

Statement of Work

Drawing Build Standard (where it exists)

Inspection and Testing Plan

Acceptance criteria

Delivery rate and/or period(s)

Warranty period

VOP

Manufacturing programme, plant and processes

**Government Furnished Equipment** 

Special to type tooling, test equipment, jigs & etc.

#### b). Major areas of agreement should be recorded in this section for future reference

Materials, bought out parts, sub-contracted work, inter-Unit activity

Direct Labour (man hours and wage rates)

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Basis of the estimating allowances including learner, factors and models used, including economic and currency factors.

Indirect Costs (overhead rates used)

Basis of forward load anticipated over contract period including details of related MOD programmes

Exceptions from the currently agreed QMAC

Exclusions, proprietary prices, elements of the price(s) established by competition or market prices, etc

Other Costs, special jigs, test equipment, etc

Contingencies/Unallocated (i.e. final negotiating lump sum)

Other estimating uncertainties on both sides

Profit Allowance (i.e. estimated forward CP:CE ratios)

# SCHEDULE 3 TO THE T&E ENABLING ARRANGEMENT

# **GENERAL INFORMATION FORM**

# **DEFFORM 111**

Addresses and Other Information			
1. Commercial Officer	8. Public Accounting Authority		
	(for Government owned stores issued or to be held by the Contractor)		
	Ministry of Defence AAC/ SPS/P45G		
	Graeme House, Derby Square 🖀 0151-242-2081		
	Liverpool L2 7PX Fax 0151-242-2093		
	-		
2. Project Manager, Equipment Support Manager or PT Leader	9. Consignment Instructions		
(from whom technical information is available)	The items are to be consigned as follows:		
	As defined for a particular Task		
3. Packaging Approving Authority	<b>10. Transport.</b> The appropriate Ministry of Defence Transport Offices are:		
	A. <u>AIR</u> Air Freight Centre, DTMA, HQ QMG, Monxton Road, Andover,		
	Hants, SP11 8HT.		
	O1264 385434 for exports		
	<b>2</b> 01264 385438 for imports		
	Fax 01264 38 5462/5404		
4. (a) Supply/Support Management Branch or JIGSAW Order	B. <b><u>SURFACE</u></b> Surface Freight Centre, DTMA, HQ QMG, Monxton Road,		
Manager:	Andover, Hants SP11 8HT		
	<b>2</b> 01264 38 2640/2418 for UK Ex-Works contracts		
	Fax 01264 38 2669 (Ex-Works)		
	<b>2</b> 01264 38 2490 for IMPORTS		
(b) U.I.N.	<b>2</b> 01264 38 2500/2489 for EXPORTS		
	Fax 01264 38 3486 (Imports and Exports)		
5. Drawings/Specifications are available from	11. Bill Paying Branch (see Note 2)		
	Ministry of Defence 20151-242-2420		
	Defence Bills Agency - DBA		
	Mersey House, Drury Lane Fax: 0151-242-2477		
	Liverpool, L2 7PX		
	12. Forms and Documentation are available from *:		
	Ministry of Defence, Defence Storage & Distribution Centre (DSDC)		
	DSDC(L)/6a2		
	Mwrwg Road		
	LLANGENNECH, Llanelli, Carmarthenshire SA14 8YP		
	A self-addressed label should be sent with each application		
7. Quality Assurance Representative	NOTES		
	1. VAT. (Where DEFCON 513 applies). The Contractor is responsible for		
	the determination of VAT liability. The Contractor should consult its loca		
As Box 2	VAT office (and not the Commercial Officer) in cases of doubt. The		
	Contractor should notify the Commercial Officer of its VAT liability under		
In addition to the General Conditions, the following Quality Assurance	the Contract.		
requirements apply:-			
	2. Forms. All contract forms are available from the address shown at Box		
	12.		
AQAPS and DEF STANs are available from Stan 1, Kentigern House,			
65 Brown St, Glasgow, G2 8EX. A self-addressed label should be sent	3.* Many DEFCONS and DEFFORMS can also be obtained from the		
with each application.	DGC Internet Website, www.mod.uk/dpa/business/business.htm		

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For Official use Only     Recoverable     YES     NO     Finance Branch				
Issue of Government Property YES NO LH No/Project N				
VAT Contractor - Country of Origin (delete those not applicable)	Requisition No			
UK	Project Management/			
	Procurement Branch			
	Reference			
If EU specify country:	Place of Manufacture			
Outside the scope Item Nos	Place of Packaging			
Exempt Item Nos				
Taxable – Zero Rate Item Nos	Contractor's Tel No			
Taxable – Standard Rate Item Nos	Contractor's Fax No			
(where contract is with an overseas contractor RP (FIN) VAT guidance Note No 3 should be consulted)				

# SCHEDULE 4 TO THE T&E ENABLING ARRANGEMENT

### MODIFICATIONS TO GOVERNMENT PUBLICATIONS

For the purposes of this Arrangement, the terms of the following Government Publications, shall be deemed to have been amended in the manner set out in this Schedule, namely:

- 1. DEFCONS incorporated by Condition 3 of the Enabling Arrangement into the main body of this Arrangement shall be construed so that references in a DEFCON to a contract shall denote this Arrangement.
- 2. DEFCONS incorporated into Schedule 1 by Condition 2 of Schedule 1 shall be construed so that references in a DEFCON to a contract shall denote the Task.
- 3. Condition 2 of DEFCON 625 shall be deemed to be amended so as to read:

"The Authority and the Contractor shall agree a fair and reasonable price for satisfying the provisions of this Condition, and payment of such price shall be made within 30 days of the production of an appropriate invoice by the relevant party."